From:	Danny Aleshire <danny.aleshire@awattorneys.com>
Sent time:	08/08/2018 12:11:21 PM
To:	Boyd Hill <BHill@jacksontidus.law>
Cc:	Sarah Kleinberg <SKleinberg@jacksontidus.law>; Abe Cook <ACook@jacksontidus.law>; Gregory Powers <GPowers@jacksontidus.law>; Elena Gerli <egerli@awattorneys.com>; Ara Mihranian; So Kim; Jill Martin <jmartin@trumpnational.com>
Subject:	RE: Trump LA--Maintenance and License Agreements

Understood and thank you Boyd. We appreciate your quick turnaround. Please feel free to call me with any questions in the meantime (310-527-6679).

From: Boyd Hill [mailto:BHill@jacksontidus.law]
Sent: Wednesday, August 08, 2018 11:58 AM
To: Danny Aleshire
Cc: Sarah Kleinberg; Abe Cook; Gregory Powers; Elena Gerli; Ara Mihranian; 'So Kim'; 'Jill Martin'
Subject: RE: Trump LA--Maintenance and License Agreements

I am still reviewing those license agreements, but I was also tasked this morning also with review of the restated Development Agreement and Maintenance Agreement, I should get any further changes to you on those documents by this afternoon, I had not previously reviewed the Development Agreement, so it took up my morning.

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From: Danny Aleshire [mailto:danny.aleshire@awattorneys.com]
Sent: Wednesday, August 8, 2018 11:51 AM
To: Boyd Hill
Cc: Sarah Kleinberg; Abe Cook; Gregory Powers; Elena Gerli; Ara Mihranian; 'So Kim'; 'Jill Martin'
Subject: RE: Trump LA--Maintenance and License Agreements

Hi Boyd,

I just wanted to check and confirm that you had no further comments to Shoreline Park License Amendment and Switchbacks License following my email below. These documents are exhibits to the Development Agreement, which will need to be finalized by tomorrow morning in order to be posted publicly with the Restated Development Agreement.

The only legal agreements we need to finalize today are these two agreements, the Restated Development Agreement, and the Maintenance Agreement.

The other documents (Grant Deeds, Quitclaim Deeds, and Flagpole Easement Agreement) will need to be finalized by next Thursday, prior to the City Council's 8/21 public hearing.

Thanks,

Danny

From: Danny Aleshire
Sent: Wednesday, August 01, 2018 5:56 PM
To: 'Boyd Hill'
Cc: Sarah Kleinberg; Abe Cook; Gregory Powers; Elena Gerli; Ara Mihranian; 'So Kim'; Danny Aleshire
Subject: RE: Trump LA--Maintenance and License Agreements

Hi Boyd,

Thank you for sending your comments. Please see attached for clean and redlined copies of the Shoreline Park License Amendment and Switchbacks License. Most of the redlining you see are changes I have made to my own language rather than revisions to your language in the documents.

Note that I also revised the amendment to provide for a license that covers both the northern and southern portions of Shoreline Park that the City granted DFG a Conservation Easement over. The original License Agreement only provided for the northern portion of the Shoreline Park property that was subject to the 2000 Conservation Easement and did not include the southern portion of Shoreline Park that was subject to the 1997 Conservation Easement.

Also, please see below for responses to some of your comments in caps.

Again, since these drafts are being sent concurrently to the City, they remain subject to review and comment in all respects.

Best,

Danny

From: Boyd Hill [mailto:BHill@jacksontidus.law]
Sent: Friday, July 27, 2018 2:22 PM
To: Danny Aleshire
Cc: Sarah Kleinberg; Abe Cook; Gregory Powers
Subject: Trump LA--Maintenance and License Agreements

Danny:

I reviewed the two license agreements (Shoreline and Switchback) in the context of the maintenance agreement which governs maintenance of the properties referenced in the license agreements (including also property dedicated or to be dedicated to the City and including amenities on the Golf Course Property).

After additional review of the Amended and Restated Declaration of Restrictions (maintenance agreement) in that context, I suggest three additional deletions: deletion of the final paragraph of each of sections 1 and 2 which are duplicative of the remedies provisions (and overbroad with respect to a revocation remedy) and deletion the remedy of revocation from the section 7 default provision. I understand that the maintenance agreement has progressed beyond the latest version I have, so I will not confuse things by sending an outdated redline. Instead, I will show below the language to be deleted from each section:

Delete final paragraph from Amended and Restated Declaration of Restrictions Section 1:

~~If Owners or any subsequent owner(s) of those parcels of the Property which comprise the Golf Course do not fulfill their obligations as set forth in this Section 1 to City's reasonable satisfaction, then, after providing Owners with the notice and opportunity to cure the default as set forth in Section 7 below, City may commence proceedings to revoke any and all approvals or conditions of approval issued by the City for the Project or impose additional conditions to ensure such obligations are met, in accordance with the notice and hearing requirements set forth in the Municipal Code. This paragraph shall not limit any other rights, remedies, or causes of action that City may have at law or equity to address said breach or to protect the public health and safety, including, but not limited to, stopping the water supply to the Golf Course~~.

Delete final portion of final paragraph from Amended and Restated Declaration of Restrictions Section 2:

~~If Owners or any subsequent owner(s) of those parcels of the Property which comprise the Golf Course do not fulfill the maintenance obligations with respect to the habitat conservation areas under the HCP to City's reasonable satisfaction, then, after providing Owners with the notice and opportunity to cure the default as set forth in Section 7 below, City may (i) commence proceedings to revoke any and all approvals or conditions of approval issued by the City for the Project or impose additional conditions to ensure such obligations are met, in accordance with the notice and hearing requirements set forth in the Municipal Code, and/or (ii) seek specific performance or seek any other remedies or causes of action that City may have for such default at law or in equity, and/or (iii) assume such maintenance obligations, and in addition to the taxes and fees to be paid pursuant to Sections 1.1 and 1.2 above, Owners or said subsequent owner(s) of such parcels shall pay a fee to City in the amount of One Dollar ($1.00) per round of golf (or any portion thereof) played on the Golf Course~~.

Delete Clause (i) from Amended and Restated Declaration of Restrictions Section 7:

~~commence proceedings to revoke any and all approvals or conditions of approval issued by the City for the Project or impose additional conditions to ensure such obligations are met, in accordance with the notice and hearing requirements set forth in the Municipal Code, and/or (ii)~~

I also suggest adding the following language to Section 11 after the phrase "Owners' interest" to clarify that individual residential lot owners are not intended to be subject to the agreement as successors in interest:

"(but not on individual residential lot owners)"

THESE LICENSES WILL NOT BIND RESIDENTIAL LOT OWNERS – I BELIEVE THE PHASE: "each Owner, and any subsequent owner(s) of any portion of the Development Property that comprises the Golf Course (as defined in the Declaration)" ALREADY CAPTURES THIS CONCEPT ACCURATELY. THE DOCUMENT WILL ONLY BE RECORDED AGAINST THE GOLF COURSE PROPERTY, NOT THE OTHER PORTIONS OF VTTMS 50666/50667 THAT INCLUDE RESIDENTIAL LOTS.

It does not appear from the draft Exhibit C of the maintenance agreement you provided to me (the Dedication Map) that approval of the USFWS is necessary with respect to the maintenance obligations, because the amenities to be maintained as shown on Exhibit C do not extend into the Shoreline or Switchback areas, and because the conservation easements expressly allow for Developer maintenance of the habitat restoration and revegetation portions of those areas. Please confirm that is the case. THE HABITAT CONSERVATION, MAINTENANCE AND MANAGEMENT ACTIVITIES / RESPONSIBILITIES ARE COVERED IN THE HABITAT CONSERVATION PLAN AND RELATED IMPLEMENTING AGREEMENT WHICH USFWS APPROVED.

With respect to the First Amendment to the Shoreline License Agreement, I made some minor edits and added a new amendment to delete an overbroad remedy of damages provided for in the original license agreement. I also clarified the intent is to bind the HOA, not the individual residential lot owners. Attached is my proposed redline of the Shoreline Amendment. THE REMEDY OF DAMAGES WAS CONTAINED IN THE ORIGINAL LICENSE AGREEMENT AND ALREADY AGREED TO BY THE PARTIES. THE INTENT IS NOT TO CHANGE THE TERMS OF THE ORIGINAL LICENSE.

With respect to the Switchback License Agreement (which also includes other City property),

I narrowed it down to a simple license, with reference to the already existing obligations and remedies under the maintenance agreement, and thereby eliminated unnecessary and/or overbroad indemnification, default and remedies provisions, which would have required additional edits had they remained. Attached is my proposed redline of the Switchback License Agreement. THE INDEMNIFICATION, DEFAULT AND REMEDIES PROVISIONS UNDER THE LICENSE ARE CONSISTENT WITH THOSE CONTAINED IN THE MAINTENANCE AGREEMENT. WE PREFER TO HAVE THESE PROVISIONS EXPRESSLY SET FORTH IN THIS LICENSE AGREEMENT. PLEASE INDICATE WHAT ADDITIONAL EDITS YOU WOULD LIKE TO MAKE TO THESE PROVISIONS FOR CONSISTENCY.

As you will note from my comments for the two license agreements, the legal description of the golf course property should exclude future residential lots so that the maintenance obligations and licenses do not show up on homeowner lot titles. Please confirm that is the case. CORRECT.

Please contact me if you have questions. Thank you.

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